

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EUGENE
AND
EUGENE POLICE EMPLOYEES' ASSOCIATION

The City agrees to comply with the following provisions when having a psychological evaluation conducted to assess an employee's fitness for duty:

1. The City will use only qualified psychologists and psychiatrists who have a background of dealing with law enforcement agencies;
2. The City's examining doctor will review the City's reasons for requesting an examination and verify the need for it before beginning the process;
3. The City shall not require the employee to sign a waiver of liability of the doctor's negligence in conducting/reporting on the testing as a precondition for taking the examination. The employee must sign a release allowing the doctor to report the doctor's conclusions to the City in a manner consistent with the specifications in paragraph 4;
4. The doctor will submit a report which indicates whether the employee is fit or unfit for duty and whether the employee requires modified working conditions. The doctor may indicate which modification(s) are necessary and the projected duration of such modification(s). The doctor will keep all data that has been made available to the doctor confidential and will not release any of it to the parties, except to the employee's treating doctor if requested. However, if the employee is to be on full or modified duty and there is information about the employee's condition in relation to how the employee, in the course of duty, could present a threat to him/herself or others, the doctor may provide that information to the City with a copy to the employee's treating doctor if requested. The provisions of this Agreement are not intended to limit the City's obligation to release information under relevant laws.
5. If the Association or the employee believes the conclusions of the doctor are in error and the employee does not have a treating psychologist or psychiatrist already, they have the right to obtain an independent examination at their own expense consistent with the specifications in paragraph one regarding qualifications. The doctor may have access to all information which was utilized by the employer's examining doctor with the employee's signed release.

6. If the Association or the employee disagrees with the City's determination that an employee who is on a light-duty status should return to full-duty, then the Association may immediately proceed to arbitration over this issue at Step 4 of the grievance procedures. The parties will expedite this proceeding as much as possible, including attempting to pre-select an arbitrator, selecting an arbitrator with an immediate availability date, requesting the arbitrator to issue an award without post hearing briefs, and/or requesting the arbitrator to issue only the briefest of an award and not a lengthy written opinion. The City's obligation to retain an employee on a light-duty status, if it believes it is inappropriate to do so, shall not exceed four months from the date the City would have assigned the employee back to full-duty under the provisions of this Agreement. However, if the City believes, as a result of it's examinations, that an employee's medical condition is such that the City may legally terminate the employee, the City is not obligated to retain the employee by virtue of this Agreement.

Agreed to this 14 day of May, 1992.

Shirley M. Mackley
For the City

John D. Russell
For the Association

**MEMORANDUM
OF
UNDERSTANDING
BETWEEN
THE CITY OF EUGENE,
EUGENE POLICE EMPLOYEES ASSOCIATION
and**

AMERICAN FEDERATION OF STATE, COUNTY, & MUNICIPAL EMPLOYEES

The Eugene Police Employees Association (EPEA), American Federation of State, County & Municipal Employees (AFSCME), and the City of Eugene agree to changes in bargaining unit representation for the following positions:

1. Effective immediately, position #1863 in the Police, Operations Support Services Division, will be changed from a Police Clerk represented by EPEA to an Administrative Aide II represented by AFSCME. The current employee, Karen Brooks, will remain a Police Clerk and be represented by EPEA until her retirement date in May 2001.
2. Effective immediately, position #252 in Police, Investigations Division, will be changed from a Stores Clerk represented by AFSCME to a Senior Police Clerk represented by EPEA. The incumbent, Donna Coble, will move to the new position at her current pay rate, which is between step 5 and 6 of the pay range, and will be given an increase to step 6 on her next review date.
3. When the current incumbents in the positions #252 and #70 in the Police, Investigations Division, (Donna Coble and Lorraine McGuire) vacate their positions, the positions will be changed from Senior Police Clerks represented by EPEA to Stores Clerk and Administrative Aide III, respectively, represented by AFSCME.

For the City: Nicholas Lewis

Date: 1/19/01

For EPEA: Ken McQuinn

Date: 1/19/01

For AFSCME: Gary L. Gillespie

Date: 1/18/01

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EUGENE
AND
THE EUGENE POLICE EMPLOYEES' ASSOCIATION**

The City of Eugene and the Eugene Police Employees' Association (EPEA) mutually agree to the implementation of a four (4) day, ten (10) hours per day work schedule for sworn officers in the Property Crimes, Financial Crimes, and Violent Crimes units in the Investigations Division effective the first Monday after the signing of this agreement.

The 4/10 schedule will be implemented on a trial basis. The parties agree to review this agreement in September, 2001 in order to determine if the agreement remains in the best interest of the parties.

The City reserves the right to re-institute a five (5) day, eight (8) hours per day schedule if the experience indicates that the new schedule is negatively impacting the operations or results in a significant increase in overtime.

EPEA can bring forward issues at any time and request to revert to a 5 day/8 hour schedule.

Agreed to this 2nd day of May, 2001.

For the City


INVESTIGATIONS DIVISION CAPTAIN

For the Association

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Secretary / Treasurer

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EUGENE
AND
EUGENE POLICE EMPLOYEES' ASSOCIATION**


The City of Eugene and the Eugene Police Employees' Association (EPEA) have agreed to the following modifications related to the classification series of Communication Specialist:

1. The classification of Communications Specialist A will be renamed Communications Specialist 1. The description for the classification will be revised to emphasize that this is an entry level position and that incumbents will normally be expected to move into the second level classification within twelve months of employment.
2. In recognition of the expectation for employees to transition out of the classification of Communications Specialist 1 within twelve months, the current salary range for the classification will be reduced to a three step range by eliminating the top three steps of the current six step range.
3. The classification of Communications Specialist B will be renamed Communications Specialist 2. The description for the classification will be revised to more clearly articulate the expectation that employees in this classification will be required to become proficient in call taking and all dispatch positions.
4. The language in Article 12.1 which specifies that the probation period for Communications Specialist will be eighteen months applies to a combined probationary period for the classifications of Communications Specialist 1 and 2. Employees will not begin a new probationary period when they advance to a Communications Specialist 2.
5. The two current employees, Christy Kritch and Leilani Wong, who have not been required to advance to a Communications Specialist B will now be placed at Step 4 of the range for Communications Specialist 2. They will remain at step 4 unless they choose to pursue cross training. To move to step 5 or 6, they must meet the criteria outlined for advancement from Communications Specialist 1 to 2.
6. The advancement language specified in Article 16.5 will still apply to Communications Specialist 2.
7. The classification of Communications Specialist C will be renamed Lead Communications Specialist.

Agreed to this 16th day of September, 2003.



For the City



For the Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN
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AND
THE EUGENE POLICE EMPLOYEES' ASSOCIATION**

The City of Eugene (City) and the Eugene Police Employees' Association (EPEA) agree that either party may elect to reopen the contract to address changes which may be necessitated by the proposed implementation of a citizen review, auditor or other oversight model of Police Department complaints and/or investigations or changes made to policies and procedures as a result of the ICMA/PERF report.

The city agrees to provide the proposed model of review and changes in policy to the Association prior to implementation and further agrees that the parties will have the opportunity to discuss the proposals prior to implementation and negotiate any mandatory subjects of bargaining.

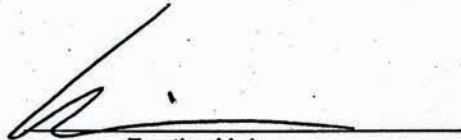
The articles which may be opened are:

- Article 7 – Association Business
- Article 21 – Defense and Indemnification
- Article 35 – Grievance Procedures
- Article 36 – Discipline and Discharge
- Article 37 – Personnel Records

Agreed to this 29th day of April, 2005



For the City



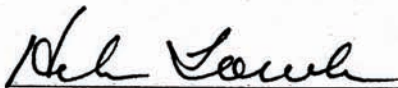
For the Union

MEMORANDUM OF UNDERSTANDING
BETWEEN
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EUGENE POLICE EMPLOYEE'S ASSOCIATION


The City of Eugene and the Eugene Police Employee's Association (EPEA) mutually agree to the following provisions for all EPEA Record Section employees' lunch periods.

1. All EPEA represented Records employees will be provided a thirty (30) minute unpaid meal period for any shift six hours or more in length.
2. All EPEA represented Records employees who work eight hours shifts will take their meal periods between the third and seventh hour worked.
3. All EPEA represented Records employees who work ten-hour shifts will take their meal periods between the third and eighth hour worked.

Agreed to this 9th day of June, 2005



For the City



For the Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EUGENE
AND
EUGENE POLICE EMPLOYEES' ASSOCIATION**

Due to a significant staffing shortage in the Communications Center, the City of Eugene (City) plans to increase its efforts to hire Communications Specialists over the next year. The number of new employees we anticipate bringing into the Center will necessitate that certified trainers be available and willing to continually be assigned probationary employees for training and evaluation.

In recognition of the increased responsibility and demands on certified trainers, the City and the Eugene Police Employees' Association (EPEA) have agreed to modify the additional compensation given to field training officers of Communications Specialist currently specified in Article 15 of the agreement between the City and EPEA. Effective July 1, 2004, any full-time Communications Specialists 2 or Lead Communications Specialist who commits to being available and willing to accept any training assignment given for a period of one year will receive a fifteen percent (15%) increase on an ongoing basis for the year, in lieu of the increase specified in the contract. The acceptance of this increase indicates the employee has agreed to fulfill the commitment for the entire year and to meet the performance expectations of the field training program.


The part-time Communications Specialist 2s who perform field training responsibilities will receive the additional compensation for all hours they spend performing those duties.

Either party may open this agreement up after the completion of the current contract bargaining process that is under way. If no one opens the agreement, this change will be in effect until June 30, 2006. Should the City wish to continue the agreement beyond that time, they will give notice to EPEA no later than June 1, 2006. If notice is not given or an agreement not reached to extend it, this memorandum of understanding will expire June 30, 2006.

Agreed to this 15th day of August, 2005.



For the City



For the Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN
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EPEA and the City recognize that the staffing issues within the Communication Center necessitate a temporary change in the required inservice schedule necessary to maintain skills and certification. Specifically, the parties agree to the following:

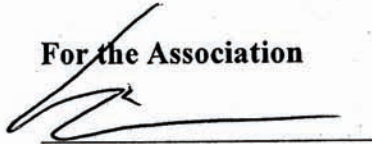
1. During calendar year 2006, Communications inservice sessions will be scheduled in January, March/April, September and October. Employee will sign up for eight (8) hour sessions on one of their regular days off in each of those months. Employees will sign up in the available slots by seniority granted in the EPEA contract.
2. The inservice session schedule will be posted at least thirty (30) days in advance or be considered a draft.
3. It will be the employee's choice to be compensated for attending the required training at an overtime rate of one-and-one half (1.5) times his/her regular pay rate or by compensatory time at the rate of one-and-one-half (1.5) times the number of hours worked. This overtime will not be considered a 'draft' unless mandated by #2 in this MOU.
4. This agreement will expire on December 31, 2006. EPEA and the City maintain the right to cancel this agreement at any time prior to that date.

Agreed to this 9th day of November, 2005.

For the City



For the Association



**MEMORANDUM OF UNDERSTANDING
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EUGENE POLICE EMPLOYEES ASSOCIATION**

The City of Eugene is currently exploring the option of placing video cameras inside of each patrol vehicle. To that end, the City would like to place a number of test models in patrol cars with police officer volunteers. In order to accomplish this trial period, the parties agree to the following:

1. The City will place the video cameras in vehicles operated by officer volunteers.
2. The City will notify all employees who operate the test vehicles of the test and will get that employee's consent to have the video camera in use during the trial period.
3. The City will operate the trial period utilizing its draft policy on in-car video cameras.
4. At the conclusion of the test the City will share the results with the Association and the parties will engage in bargaining, if necessary at that time regarding the mandatory aspects of the in-car video policy.



On behalf of EPEA



On behalf of EPD

Dated: 2/6/06


Dated: 2/9/06

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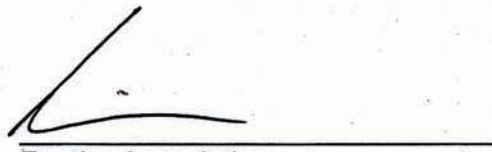
The parties' contract defines a drafting policy to be followed for all EPD employees. The employees of the Central Lane Communications Center and the City recognize that the staffing issues within the communications center necessitate a temporary change in the drafting policy. Specifically, the parties agree to the following:

1. Employees will not be drafted to work overtime assignments more than once in any calendar month unless all other eligible employees have been drafted once in the same month, or unless there are no other eligible employees to draft to work the overtime assignment.
2. Employees will not be drafted to work overtime assignments that are continuous with the start of their first scheduled work day of the work week unless there are no other eligible employees to draft to work the overtime assignment.
3. This agreement will expire on June 30, 2007. EPEA and the City maintain the right to cancel this agreement at any time prior to that date.

Agreed to this 18th day of May, 2006.



For the City




For the Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EUGENE
AND
EUGENE POLICE EMPLOYEE'S ASSOCIATION**


The parties' contract defines a drafting policy to be followed for all EPD employees. The employees of the Central Lane Communications Center and the City recognize that the staffing issues within the communications center necessitate a temporary change in the drafting policy. Specifically, the parties agree to the following:

1. Any employee who signs up for voluntary overtime on a regular scheduled day off (RDO) will be the last employee (of those scheduled to work) considered available for overtime for any time period immediately preceding or following the voluntary overtime.
2. Drafts on an employees regularly scheduled work day will not be affected by the agreement outlined in section 1. An employee on their regular work day would be required to work involuntary overtime unless the employee on their RDO volunteers for the additional slot.
3. This agreement will expire on June 30, 2007. EPEA and the City maintain the right to cancel this agreement at any time prior to that date.

Agreed to this 18th day of May, 2006.



For the City




For the Association

**MEMORANDUM OF UNDERSTANDING
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EUGENE POLICE EMPLOYEES ASSOCIATION**


The parties' contract defines a posting and assignment of overtime policy to be followed for all EPD employees. The employees of the Central Lane Communications Center and the City recognize that the staffing issues within the communications center necessitate a temporary change in that policy. Specifically, the parties agree to the following:

1. Eligible EPD employees with current Telecommunicator certification will be allowed to work overtime in the communications center. They cannot bump any Communications Specialist from any overtime assignment.
2. Eligible employees will sign up below the last line of each overtime position they want to work.
3. Eligible employees must check the overtime bulletin board to see if they have been assigned the overtime. Any overtime assigned must be worked as scheduled.
4. This agreement will expire on June 30, 2007. EPEA and the City maintain the right to cancel this agreement at any time prior to that date.

Agreed to this 18th day of May, 2006.



For the City



For the Association

**MEMORANDUM
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The City and Association agree to the following provisions related to the classification of Agent:

The City agrees that all current Police Agents will be allowed to remain in the classification of Police Agent until they voluntarily leave the position, provided there is not a legitimate performance or disciplinary reason for demoting them. The City is not obligated to promote employees to fill any vacant Police Agent positions that may occur.


Management retains the right of assignment of work as specified in the agreement, and can choose to assign Police Agents or Police Officers to any appropriate assignment, including detectives, training coordinator, court liaison or field training officer. Police Agents assigned to be a detective, training coordinator or court liaison will not receive the additional compensation specified in Article 15.

The Association agrees that no other Police Officers will be able to bring claims of working out of class as a Police Agent. The City and the Association agree that only those assignments currently designated to receive differential pay will be eligible for it, unless a subsequent agreement is reached.

Agreed to this 18th day of May, 2006.



For the City



For the Association